

APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2197

## Service and Maintenance Agreement

To:

Attention:

Project:

Date:

Thank you for the opportunity to present our proposal for supplying and installing your integrated systems. Like you, KRATOS believes that a long-term relationship is the best approach to meeting your total building needs both now and in the future.

As needs grow and change, your vendor must have the resources, financial stability, and long-term commitment required to assure your success over many years. In this regard, KRATOS is unmatched in the industry and we appreciate the opportunity to be of service.

### Service & Maintenance Plan

Kratos offers a standard service and maintenance plan that will include the following:

➤ **Preventative Maintenance:**

- Kratos will provide a semi-annual scheduled inspection at no additional charge to the customer, by a qualified technician for a general checkout of the covered equipment, and specific recurring maintenance tasks as described below.

**Annual Preventive Maintenance Services Include:**

- Inspect and clean all equipment hardware enclosures.
- Inspect, test, and clean power supplies. Replace batteries as necessary.
- Inspect, clean and vacuum all consoles and equipment racks.
- Test and adjust all CCTV pan, tilt, zoom, and preset functions (if applicable).
- Inspect, clean, and adjust as needed, Digital video recorder.
- Visually observe all cameras and monitors and adjust for optimal performance.
- Inspect and test at each access point:
  - Card readers using valid and invalid test cards dedicated for this purpose.
  - Electric locks; clean and adjust as needed, verify fire alarm interlock
  - All alarm functions, including associated camera call-ups if applicable.
  - Request to exit devices.
  - Test all panic devices (if present).
  - Inspect, clean and adjust servers, servers, printers, and system workstations.
- At each server, verify the following:
  - Adequate space on hard drive.
  - Integrity of hard drive and file system.
- Inspect, clean, and adjust each camera in the system
- Verify that all cameras are recording
- Kratos will provide a summary report of activity found during preventative maintenance services

➤ **Equipment Repair / Replacement:**

Kratos will provide for repair or replacement of covered items, and labor at no additional charge to the customer while this agreement is in effect. This service will apply to equipment failures regardless of cause. Intentional acts, Acts of God or damage caused by misuse are not included.

- **While this agreement is in effect**, Kratos will provide labor to install patches, service releases, and revisions to the existing version of software as they are made available for general release. This service shall also include training, if required, for operational changes. This service does not include revisions that require a change (other than firmware) to the installed hardware, underlying operating system, or client/server database system. Remote servers and workstations shall be updated via the client network. Assistance may be required from local customer personnel.

## **INVESTMENT INFORMATION**

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Kratos offers the service agreement to

1 Year Service and Maintenance following expiration of warranty:     \$     annually.

Service and Maintenance for hardware and materials added during a service period will be added to the annual rate for the following service period in accordance with Appendix C, Pricing Index, DIR Contract No. DIR-SDD-2197.

## **CLARIFICATIONS AND EXCLUSIONS**

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- ❖ Labor or material to perform repairs to hardware, software, or system configuration due to improper operation or, misuse of equipment. Force Majeure will be handled in accordance to Appendix A, Section 10C of DIR Contract No. DIR-SDD-2197..
- ❖ Labor or material to replace defective or damaged cable or fiber. Labor or material to replace components damaged by shorted cable due to construction or activity by others.
- ❖ Labor or material required to perform any safety tests, install additional devices or make modifications to any equipment to comply with recommendations or directives of the Customer's insurance companies, or of any governmental agencies.
- ❖ Responses to service requests where it is clear that no problem exists and the responding technician took no action to repair or configure the system. Such "no trouble found" calls will be billed for a minimum service call (2 hours) at the established rate.
- ❖ Work in hazardous areas such as asbestos.
- ❖ Specialized work permits required by city, state or governmental agencies.

## **TERMS & CONDITIONS OF SERVICE**

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- The services provided under DIR Contract No. DIR-SDD-2197 and this agreement shall be provided 24 hours a day 7 days a week.
- All requests for service by the customer, even when a responding technician has been notified by telephone, must include a notification to the Kratos Security Service Dispatch Center.
- Customer shall provide reasonable means of access to the equipment being serviced. Kratos shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Kratos shall be permitted to operate all equipment necessary to perform the services herein described as arranged with the customer's representative.
- Kratos shall not be liable for indirect or consequential damages resultant from any failure of a covered system or component to operate or perform any particular function.

- Kratos shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond its control, including, but not limited to: acts of government, strikes, blackouts, fire, explosion, theft, riots, civil commotion, malicious mischief, floods, lightning, and other acts of God.
- Any taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-2197.
- Items not covered under this agreement will be billed to the customer on a time & material basis. The Contract Hourly rates shall be:

Network/ Application Integrator	\$110.00
Designer	\$105.00
Programmer	\$95.00
Service Technician	\$90.00
Draftsmen	\$65.00

- No Overtime Charges Monday Through Friday, 8:00 am to 5:00 pm. (Holidays Excluded)
- Time & a Half outside normal business hours, double time Sundays and holidays.
- Time charged in one-hour increments with a one hour minimum, including travel time plus job time; portal to portal.

I wish to accept the service plan as detailed above.

\_\_\_\_\_  
Initials

I wish to decline the service plan as detailed above, I understand if I decline now the rate may change in the future if I choose to add a service plan.

\_\_\_\_\_  
Initials

### Conclusion

On behalf of the entire KRATOS staff, I sincerely appreciate the opportunity to be of service. Please feel free to contact me with any questions or comments at 713-482- 0844

Sincerely,

Robert Hambrick

**Attention:** Certain information is classified as Secret Sensitive Information (SSI) by the Department of Homeland Security. Unauthorized disclosure of any secret or confidential information may be a violation of state or federal law. Violations may include fines and/or imprisonment. KRATOS strongly urges you to keep these documents in a safe and secure location.

Kratos Public Safety & Security Solutions, Inc. operates in Texas under the authority of the Department of Public Safety, Private Security Board license number B-07567 under the direction of Occupations code 1702 (as amended). Any complaints or questions regarding licensing should be directed to the Department of Public Safety Web Site ([www.tcps.state.tx.us](http://www.tcps.state.tx.us)) or by calling 512-424-7710.

## **ACCEPTANCE**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date:

Client

KRATOS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

